

REMARKS

Claims 1-23 are currently pending in the subject application. Favorable reconsideration of the subject application is respectfully requested in view of the comments herein.

I. Rejection of Claims 1-23 Under 35 U.S.C. §102(e)

Claims 1-23 stand rejected under 35 U.S.C. §102(e) as being anticipated by Brobst *et al.* (U.S. Patent No. 6,053,409). It is submitted that this rejection be withdrawn for at least the following reasons. Brobst *et al.* does not disclose, teach, or suggest each and every limitation as set forth in the claims of the present invention.

For a reference to anticipate 35 U.S.C. §102 requires that "each and every element as set forth in the claim is found, either expressly or inherently described, in a single prior art reference." *In re Robertson*, 169 F.3d 743, 745, 49 USPQ2d 1949, 1950 (Fed. Cir. 1999) (*quoting Verdegaal Bros., Inc. v. Union Oil Co.*, 814 F.2d 628, 631, 2 USPQ2d 1051, 1053 (Fed. Cir. 1987)).

Brobst *et al.* does not disclose *a beam expander*, as recited in independent claims 1, 15, and 23. The Examiner relies on an oscillating mirror 129 of Brobst *et al.* as being equivalent to the beam expander of the subject claims. However, the oscillating mirror 129 of Brobst *et al.* is actuated by a motor for producing a scanning beam (col. 5, lines 1-4). The oscillating mirror 129 does not provide for an expansion of a light ray, as does the beam expander of claims 1, 15, and 23.

In the Final Office Action dated August 21, 2002, it is stated that the beam expander reflects a light beam onto a target rather than expanding the light ray. The Examiner is relying on a portion of the claim which recites an additional function for the beam expander. In particular the Examiner is relying on the limitation, "said reflector reflecting a first portion of said light beam from said light source onto said beam expander, said beam expander reflecting at least a second portion of said first portion of said light beam onto said target..." as defining the function of the beam expander. However, the Federal Circuit has consistently held that "terms in a patent claim receive their plain, ordinary, and accepted meaning within the community of those of

ordinary skill in the relevant art...[t]o discern accepted meaning, however, the construing court consults the specification and relevant prosecution history to provide context for understanding the meaning of the terms..." *Leggett & Platt, Inc. v. Hickory Springs Mfg. Co.*, 285 F.3d 1353, 62 USPQ2d 1266 (Fed. Cir. 2002). It is submitted that both the plain, ordinary, and accepted meaning of beam expander and the specification of the subject application support the construction of a beam expander as providing an expansion of a beam, or light ray. For example, see U.S. Patents 6,494,766 ("...beam expander (not illustrated) may be positioned in the path of the light beam to expand the light beam..."); 6,488,414 ("...a beam expander 34, which allows the light beam of photons guided by the core 36 of optical fiber 22, to expand and spread outward..."); 6,473,208 ("The beam expander 14 expands the beam diameters of the signal light..."); 6,470,752 ("The beam expander 7 expands a laser light beam..."); 6,404,957 ("...the beam expanders 210 expand the separated input lights..."). Accordingly, it is clear that one skilled in the art would have recognized that a beam expander is a device which is employed to expand a light ray. Moreover, the specification of the subject application supports this meaning on page 14:

The arcuate reflective outer surface 410 provides for an expansion of the light ray 100a from [light] source 100 thereby further amplifying the scanning field size achievable with a piezoelectric material 110 which itself may have a fixed maximum displacement...the beam expander 400 may alternatively have a spherical reflective outer surface in order to achieve two-dimensional expansion of the light ray.

Thus, although the beam expander may provide the additional function of reflecting a light beam onto a target, as recited in the claims, the beam expander also provides for an expansion of the light beam, as would have been recognized by one of ordinary skill in the art and as further supported by the specification. The oscillating mirror of Brobst *et al.* does not provide for an expansion of a light beam. Accordingly, Brobst *et al.* does not disclose a beam expander (e.g., each and every element) as set forth in independent claims 1, 15, and 23.

Regarding claim 21, the Examiner contends that Brobst *et al.* clearly teaches the polygonal scan mirror and the oscillating mirror to reflect the light beam from the light source onto the target. However, it is submitted that Brobst *et al.* does not disclose *whereby said light*

beam is expanded by the mirror as recited in the subject claim. Expanding a light beam is absent from Brobst *et al.* Thus, Brobst *et al.* does not describe each and every element as set forth in claim 21.

For the aforementioned reasons, Brobst *et al.* neither anticipates nor makes obvious the subject invention as recited in claims 1, 15, 21, and 23. Claims 2-14, 16-20, and 22 respectively depend from claims 1, 15, and 21. Accordingly, withdrawal of this rejection and allowance of claims 1-23 are respectfully requested.

II. Conclusion

The present application is believed to be in condition for allowance in view of the herein comments.

If any fees are due in connection with this document, the Commissioner is authorized to charge those fees to Deposit Account No. 50-1063.

Should the Examiner believe a telephone interview would be helpful to expedite favorable prosecution, the Examiner is invited to contact applicant's undersigned representative at the telephone number listed below.

Respectfully submitted,

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